

CHICAGO AND



TRANSPORTATION COMPANY

CORPORATE COMMUNICATIONS AND SECRETARY

DIRECT DIAL NUMBER

312/559-6158

RECORDATION NO. 14226-1425

May 22, 1986

MAY 27 1986 -1 35 PM

File No. A-12072-B

INTERSTATE COMMERCE COMMISSION

No. 6-147A038

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Date MAY.27.1986.....

Fee \$ 10.00.....

ICC Washington, D. C

Re: Conditional Sale Agreement dated as of December 14, 1983 between North Western Leasing Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of December 14, 1983 between North Western Leasing Company, Comerica Bank-Detroit and Chicago and North Western Transportation Company, assigned Recordation No. 14226 and 14226A, respectively, on December 22, 1983.

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Amendment #2 dated December 1, 1985 covering the substitution of six (6) boxcars as described on Schedule A-1 attached to the Agreement.

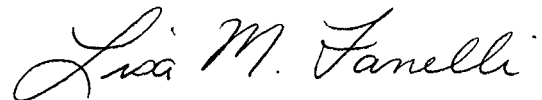
The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois;
2. North Western Leasing Company, One North Western Center, Chicago, Illinois 60606; and
3. Comerica Bank-Detroit, 211 West Fort Street, Detroit, Michigan 48226.

- 2 -

Enclosed is a check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterpart showing recordation data.

Sincerely



Lisa M. Fanelli  
Assistant Secretary

Enclosure

cc: G. R. Charles (A-383)  
R. F. Guenther  
R. L. Johnson  
D. E. Stockham, Attn: P. J. Brod  
M. R. Jeske  
Arthur Anderson & Co. (Paul Keglevic)

f-cs37

**Interstate Commerce Commission**

**Washington, D.C. 20423**

Lisa M. Fanelli

OFFICE OF THE SECRETARY

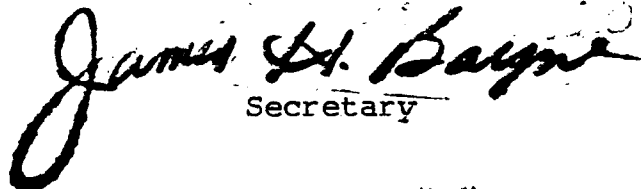
5/27/86

Lisa M. Fanelli  
Chicago & Northwestern Transp. Co.  
One North Western Center  
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/27/86 at 1:35pm and assigned re-recording number(s). 14226-C

Sincerely yours,

  
Secretary

Enclosure(s)

SE-30  
(7/79)

14826-C  
Filed 1425

AMENDMENT #2

MAY 27 1986 -1 35 PM

To  
CONDITIONAL SALE AGREEMENT  
Dated As Of December 14, 1983  
Between

Chicago And North Western Transportation Company

And  
North Western Leasing Company  
And To

AGREEMENT AND ASSIGNMENT  
Dated As of December 14, 1983  
Between

North Western Leasing Company  
and  
Comerica Bank - Detroit

THIS AMENDMENT #2 is dated as of the first day of December, 1985 among Chicago and North Western Transportation Company, North Western Leasing Company and Comerica Bank - Detroit (those capitalized terms not defined herein shall have the meanings ascribed to them in the above-referenced Conditional Sale Agreement as amended by Amendment #1 thereto June 1, 1984 (the "CSA") and Agreement and Assignment as amended by Amendment #1 thereto June 1, 1984 (the "Assignment")).

WHEREAS, the Railroad and the Seller entered into the CSA, pursuant to the Finance Agreement dated as of July 15, 1983 among the Railroad, the Seller, and the Assignee which CSA was secured with collateral consisting of, among other Equipment, the railroad boxcars identified in Column 1 of Schedule A-1 (the "Released Cars") attached hereto and made a part hereof;

WHEREAS, the interests of the Seller in the CSA were assigned to the Assignee under the Assignment; and

WHEREAS, because the 5% Bad Order ratio under Article 10 of the CSA has been exceeded, such Released Cars are considered casualties under Article 8 of the CSA and the Railroad and the Seller wish to substitute under the CSA open top hopper cars identified in Column 3 of Schedule A-1 (the "Substituted Cars") in place of the Released Cars and the Assignee agrees to such substitution;

NOW THEREFORE, in consideration of the CSA and the amounts to be paid thereunder and the mutual covenants therein and herein set forth, the parties hereto agree as follows:

1. It is hereby agreed that the Released Cars are deleted from the original Schedule A to the CSA and the Substituted Cars are hereby added to the original Schedule A to the CSA as units of Equipment under and subject to the CSA and the Assignment and upon filing of this Amendment #2 with the Interstate Commerce Commission in accordance with

AMENDMENT #2  
To  
CONDITIONAL SALE AGREEMENT  
Dated As Of December 14, 1983  
Between  
Chicago And North Western Transportation Company  
And  
North Western Leasing Company  
And To  
AGREEMENT AND ASSIGNMENT  
Dated As of December 14, 1983  
Between  
North Western Leasing Company  
and  
Comerica Bank - Detroit

THIS AMENDMENT #2 is dated as of the first day of June, 1983 among Chicago and North Western Transportation Company, North Western Leasing Company and Comerica Bank - Detroit (those capitalized terms not defined herein shall have the meanings ascribed to them in the above-referenced Conditional Sale Agreement as amended by Amendment #1 thereto June 1, 1984 (the "CSA") and Agreement and Assignment as amended by Amendment #1 thereto June 1, 1984 (the "Assignment")).

WHEREAS, the Railroad and the Seller entered into the CSA, pursuant to the Finance Agreement dated as of July 15, 1983 among the Railroad, the Seller, and the Assignee which CSA was secured with collateral consisting of, among other Equipment, the railroad boxcars identified in Column 1 of Schedule A-1 (the "Released Cars") attached hereto and made a part hereof;

WHEREAS, the interests of the Seller in the CSA were assigned to the Assignee under the Assignment; and

WHEREAS, because the 5% Bad Order ratio under Article 10 of the CSA has been exceeded, such Released Cars are considered casualties under Article 8 of the CSA and the Railroad and the Seller wish to substitute under the CSA open top hopper cars identified in Column 3 of Schedule A-1 (the "Substituted Cars") in place of the Released Cars and the Assignee agrees to such substitution;

NOW THEREFORE, in consideration of the CSA and the amounts to be paid thereunder and the mutual covenants therein and herein set forth, the parties hereto agree as follows:

1. It is hereby agreed that the Released Cars are deleted from the original Schedule A to the CSA and the Substituted Cars are hereby added to the original Schedule A to the CSA as units of Equipment under and subject to the CSA and the Assignment and upon filing of this Amendment #1 with the Interstate Commerce Commission in accordance with

49 U.S.C. §11303, such units shall be deemed to have been sold, delivered and settled for under the CSA and the Assignment.

2. The Assignee hereby releases to the Railroad, effective upon the Assignee's obtaining a first priority security interest in the Substitute Cars under the CSA and Assignment, its security interest in the Released Cars and, if requested by the Railroad and at the Railroad's expense, agrees to execute and deliver to the Railroad or the Railroad's vendee or nominee, a bill of sale (without warranties) for the Released Cars or portion thereof and such other documents as may be necessary or appropriate to make clear upon the public records the release of the security interest of the Assignee in the Released Cars.

3. All other terms and conditions of the CSA and Assignment shall remain in full force and effect unmodified hereby.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment #2 as of the date first above written.

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

[Corporate Seal]

Attest:

Lisa M. Tanelli  
Assistant Secretary

By J. B. Myliff  
Vice President - Finance

NORTH WESTERN LEASING COMPANY

[Corporate Seal]

Attest:

Lisa M. Tanelli  
Assistant Secretary

J. B. Myliff  
Vice President

COMERICA BANK - DETROIT

[Corporate Seal]

Attest:

Sum R. Wood

By Douglas J. Cook  
Vice President

FA-578.21

STATE OF ILLINOIS, )  
COUNTY OF COOK, )

SS:

On this 17th day of December, 1985, before me personally appeared T. A. Tingleff, to me Personally known who, being by me duly sworn, says that he is Vice President - Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Faith P. Delgado  
Notary Public

[Notarial Seal]

My Commission expires: My Commission Expires Apr. 24, 1989

STATE OF ILLINOIS, )  
COUNTY OF COOK, )

SS:

On this 17th day of December, 1985, before me personally appeared T. A. Tingleff, to me personally know, who, being by me duly sworn says that he is a Vice President of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Faith P. Delgado  
Notary Public

[Notarial Seal]

My Commission Expires: My Commission Expires Apr. 24, 1989

STATE OF Michigan )  
COUNTY OF Wayne ) SS:

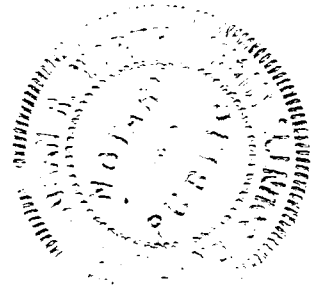
On this 28th day of April 1996, before me personally appeared Douglas J. Cook, to me personally known who, being by me duly sworn, says that he is Vice President of COMERICA BANK - DETROIT, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan R. Worth  
Notary Public

[Notarial Seal]

My Commission expires:

SUSAN R. WORTH  
Notary Public, Oakland County, Mich.  
Acting in Wayne County, Mich.  
My Commission Expires June 27, 1997



FA-578.21



SCHEDULE A-1  
 CONDITIONAL SALES AGREEMENT DATED 12/14/83  
 BETWEEN  
 CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
 AND  
 NORTH WESTERN LEASING COMPANY  
 AS ASSIGNED TO  
 COMERICA BANK - DETROIT

Column 1	Column 2	Column 3	Column 4
Railroad System No. of Car to be Replaced	Casualty Value	Railroad System No. of Substitute Car	Substitute Car Purchase Price
CNW 160280	\$ 22,217	CNW 135600	\$ 31,540
160295	22,217	135602	31,540
160310	22,217	135604	31,540
160329	22,217	135605	31,540
160334	22,217	135606	31,540
160336	22,217	135607	31,540
160343	22,217		
160356	22,217		
	<u>22,217</u>		
	\$ 177,736		\$ 189,240